

**AMENDMENT NO. 2 TO FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR SEWERAGE SERVICES**

This Amendment No. 2 to First Amended and Restated Intergovernmental Agreement for Sewerage Services (this "Amendment") is made and entered into on ~~May~~ <sup>June</sup> 22, 2021 (the "Effective Date"), between City of John Day ("John Day"), an Oregon municipal corporation, and Town of Canyon City ("Canyon City"), an Oregon municipal corporation.

**RECITALS:**

A. John Day and Canyon City are parties to a certain First Amended and Restated Intergovernmental Agreement for Sewerage Services dated effective July 12, 2011 (the "Master Agreement"). The Master Agreement was amended by that certain Amendment No. 1 to First Amended and Restated Intergovernmental Agreement for Sewerage Services dated effective July 1, 2016 ("Amendment No. 1"). For purposes of this Amendment, the Master Agreement and Amendment No. 1 will be collectively referred to herein as the "Agreement."

B. The Agreement concerns, among other things, the terms and conditions under which the Sewage Treatment Plant and Sewage Work will be operated, repaired, and maintained (and the sharing of costs and expenses related thereto). John Day and Canyon City desire to enter into this Amendment in order to, among other things, extend the term of the Agreement.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Extension.** The term of the Agreement is extended for one additional term of two years, commencing on July 1, 2021 and ending on June 30, 2023 (the "Extended Term"), unless sooner terminated as provided under the Agreement. The Extended Term will be on the same terms and conditions contained in the Agreement, except that Canyon City's monthly fee amount will be increased as provided under Section 2 of this Amendment.

2. **Monthly Fee.** During the Extended Term, Canyon City will pay John Day the following monthly fee under Section 3.1 of the Master Agreement:

<i>YEAR</i>	<i>Monthly Payment (Fee)</i>	<i>Annual Total</i>
CY21	\$6,395.00	\$38,370.00 (6 months, Jul - Dec)
CY22	\$10,103.25	\$120,159.00
CY23	\$10,213.50	\$61,281.00 (6 months, Jan - Jun)
	<i>Grand Total (24 months)</i>	<i>\$219,810</i>

3. **Miscellaneous.** This Amendment is hereby expressly made part of the Agreement. The terms and conditions of the Agreement that are not amended or otherwise modified by this Amendment remain unchanged and in full force and effect. All capitalized terms used in this Amendment not otherwise defined herein will have the respective meanings assigned to them in the

Agreement. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect. No addition, modification, amendment, or alteration to this Amendment will be effective against the parties unless specifically agreed upon in writing and signed by the parties. This Amendment may be signed in one or more counterparts.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed on the date written below but made effective for all purposes as of the Effective Date.

John Day:  
City of John Day,  
an Oregon municipal corporation

Canyon City:  
Town of Canyon City,  
an Oregon municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: SS  
Its: MAYOR

Date: 6-22-21